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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

MARK PIERCE, on behalf of himself and all others  
similarly situated,

Plaintiff,

v.

BEIJING-MATSUSHITA COLOR CRT  
COMPANY, LTD.; CHUNGHWA PICTURE  
TUBES, LTD.; CHUNGHWA PICTURE TUBES  
(MALAYSIA) SDN. BHD.; HITACHI, LTD.;  
HITACHI AMERICA, LTD.; HITACHI ASIA,  
LTD.; IRICO GROUP CORPORATION; IRICO  
DISPLAY DEVICES CO., LTD.; LG  
ELECTRONICS, INC.; LP DISPLAYS  
INTERNATIONAL, LTD.; MATSUSHITA  
ELECTRIC INDUSTRIAL CO., LTD.;  
PANASONIC CORPORATION OF NORTH  
AMERICA; ORION ELECTRIC CO., LTD.;  
ORION AMERICA, INC.; KONINKLIJKE  
PHILIPS ELECTRONICS N.V.; PHILIPS  
ELECTRONICS NORTH AMERICA; SAMSUNG  
SDI CO., LTD.; SAMSUNG SDI AMERICA, INC.;

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 SAMTEL COLOR, LTD.; THAI CRT COMPANY, )  
 2 LTD.; TOSHIBA CORPORATION; and MT )  
 3 PICTURE DISPLAY CO., LTD. a/k/a )  
 4 MATSUSHITA TOSHIBA PICTURE DISPLAY )  
 5 CO., LTD., )

6 Defendants.

7 Plaintiff, by his attorneys, brings this civil action for damages and injunctive  
 8 relief on behalf of himself and all others similarly situated against the above-named  
 9 Defendants, and demanding a trial by jury, complains and alleges as follows:

10 **JURISDICTION AND VENUE**

11 1. This complaint is filed under Section 16 of the Clayton Act  
 12 (15 U.S.C. §26) to obtain injunctive relief for violations of Section 1 of the Sherman Act  
 13 (15 U.S.C. §1), to recover damages under state antitrust and consumer protection laws, and  
 14 to recover the costs of suit, including reasonable attorneys' fees, for the injuries that  
 15 Plaintiff and all others similarly situated sustained as a result of the Defendants' violations  
 16 of those laws.

17 2. The Court has jurisdiction over the federal claim under 28 U.S.C.  
 18 §§1331 and 1337. The Court has jurisdiction over the state law claims under 28 U.S.C.  
 19 §1367 because those claims are so related to the federal claim that they form part of the  
 20 same case or controversy. The Court also has jurisdiction over the state law claims under  
 21 28 U.S.C. §1332 because the amount in controversy for the Class exceeds \$5,000,000, and  
 22 there are members of the Class who are citizens of a different state than the defendants.

23 3. Venue is proper in this District under 15 U.S.C. §22 and 28 U.S.C.  
 24 §1391 because defendants reside, transact business, or are found within this District, and a  
 25 substantial part of the events giving rise to the claims arose in this District.

26 4. The activities of the Defendants and their co-conspirators, as  
 27 described herein, were within the flow of, were intended to, and did have a substantial  
 28 effect on the foreign and interstate commerce of the United States.

1 **DEFINITIONS**

2 5. As used herein, the term Cathode Ray Tube ("CRT") means a  
3 specialized vacuum tube in which images are produced when an electron beam strikes a  
4 phosphorescent surface. CRTs are most commonly used in televisions and computer  
5 monitors.

6 6. As used herein, the term "Class Period" means the time period  
7 extending from at least January 1, 1995 through the present.

8 **THE PARTIES**

9 **The Plaintiff**

10 7. Plaintiff Mark Pierce, a New Hampshire resident, indirectly  
11 purchased a CRT (contained in a television) from one or more of the Defendants during the  
12 Class Period, for end use and not for resale, and was injured as a result of Defendants'  
13 illegal conduct.

14 **The Defendants**

15 8. Defendant Beijing-Matsushita Color CRT Company, Ltd. ("BMCC")  
16 is a business entity organized under the laws of the People's Republic of China, with its  
17 principal place of business at No. 9 Juixianqiao North Road, Dashanzi Chaoyang District,  
18 Beijing, People's Republic of China. During the Class Period, BMCC manufactured, sold  
19 and distributed CRTs to customers throughout the United States.

20 9. Defendant Chunghwa Picture Tubes, Ltd. is a business entity  
21 organized under the laws of Taiwan, with its principal place of business at 1127 Heping  
22 Road, Bade City, Taoyuan, Taiwan. During the Class Period, Chunghwa Picture Tubes,  
23 Ltd. manufactured, sold and distributed CRTs to customers throughout the United States.

24 10. Defendant Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.  
25 ("Chunghwa Malaysia") is a business entity organized under the laws of Malaysia, with its  
26 principal place of business at Lot 1, Subang Hi-Tech Industrial Park, Batu Tiga, 4000 Shah  
27 Alam, Selangor Darul Ehsan, Malaysia. Chunghwa Malaysia is a wholly-owned and  
28

1 controlled subsidiary of Defendant Chunghwa Picture Tubes, Ltd. During the Class Period,  
2 Chunghwa Malaysia manufactured, sold and distributed CRTs to customers throughout the  
3 United States.

4 11. Defendants Chunghwa Picture Tubes, Ltd. and Chunghwa Malaysia  
5 are referred to collectively herein as "Chunghwa."

6 12. Defendant Hitachi, Ltd. is a business entity organized under the laws  
7 of Japan, with its principal place of business at 6-6, Marunouchi 1-chome, Chiyoda-ku,  
8 Tokyo, 100-8280, Japan. During the Class Period, Hitachi, Ltd. manufactured, sold and  
9 distributed CRTs to customers throughout the United States.

10 13. Defendant Hitachi America, Ltd. ("Hitachi America") is a business  
11 entity organized under the laws of New York, with its principal place of business at  
12 2000 Sierra Point Parkway, Brisbane, California 94005. Hitachi America is a wholly-  
13 owned and controlled subsidiary of Defendant Hitachi, Ltd. During the Class Period,  
14 Hitachi America manufactured, sold and distributed CRTs to customers throughout the  
15 United States.

16 14. Defendant Hitachi Asia, Ltd. ("Hitachi Asia") is a business entity  
17 organized under the laws of Singapore, with its principal place of business at 16 Collyer  
18 Quay, #20-00 Hitachi Tower, Singapore 049318. Hitachi Asia is a wholly-owned and  
19 controlled subsidiary of Defendant Hitachi, Ltd. During the Class Period, Hitachi Asia  
20 manufactured, sold and distributed CRTs to customers throughout the United States.

21 15. Defendant Irico Group Corporation is a business entity organized  
22 under the laws of the People's Republic of China, with its principal place of business at  
23 1 Caihong Road, Xianyang City, Shaanxi Province 712021, People's Republic of China.  
24 During the Class Period, Irico Group Corporation manufactured, sold and distributed CRTs  
25 to customers throughout the United States.

26 16. Defendant Irico Display Devices Co., Ltd. ("Irico Display") is a  
27 business entity organized under the laws of the People's Republic of China, with its  
28

1 principal place of business at No. 16, Fenghui South Road West, District High-Tech  
2 Development Zone, Xi'an, SX1 710075, People's Republic of China. Irico Display is a  
3 partially-owned subsidiary of Defendant Irico Group Corporation. During the Class Period,  
4 Irico Display manufactured, sold and distributed CRTs to customers throughout the United  
5 States.

6 17. Defendant LG Electronics, Inc. ("LG Electronics") is a business  
7 entity organized under the laws of South Korea, with its principal place of business at LG  
8 Twin Towers 20, Yeouido-dong, Yeongdeungpo-gu, Seoul, Korea 150-721. During the  
9 Class Period, LG Electronics manufactured, sold and distributed CRTs to customers  
10 throughout the United States.

11 18. Defendant LP Displays International, Ltd. ("LP Displays") is a  
12 business entity organized under the laws of Hong Kong, with its principal place of business  
13 at 6th Floor, ING Tower, 308 Des Voeux Road Central, Sheung Wan, Hong Kong, China.  
14 During the Class Period, LP Displays manufactured, sold and distributed CRTs to  
15 customers throughout the United States.

16 19. Defendant Matsushita Electric Industrial Co., Ltd. ("Matsushita  
17 Electric") is a business entity organized under the laws of Japan, with its principal place of  
18 business at 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan. During the Class  
19 Period, Matsushita Electric manufactured, sold and distributed CRTs to customers  
20 throughout the United States including under the brand names Panasonic and JVC.

21 20. Defendant Panasonic Corporation of North America ("Panasonic") is  
22 a business entity organized under the laws of Delaware, with its principal place of business  
23 at One Panasonic Way, Secaucus, New Jersey 07094. Panasonic is a wholly-owned and  
24 controlled subsidiary of Defendant Matsushita Electric. During the Class Period, Panasonic  
25 manufactured, sold and distributed CRTs to customers throughout the United States.

26 21. Defendants Matsushita Electric and Panasonic are referred to  
27 collectively herein as "Matsushita."

1           22. Defendant Orion Electric Co., Ltd. is a business entity organized  
2 under the laws of Japan, with its principal place of business at 41-1 Iehisa-cho Echizen-shi  
3 Fukui 915-8555, Japan. During the Class Period, Orion Electric Co., Ltd. manufactured,  
4 sold and distributed CRTs to customers throughout the United States.

5           23. Defendant Orion America, Inc. ("Orion America") is a business  
6 entity organized under the laws of Indiana, with its principal place of business at  
7 Highway 41 North, Orion Place, Princeton, Indiana 47670. Orion America is a wholly-  
8 owned and controlled subsidiary of Defendant Orion Electric Co., Ltd. During the Class  
9 Period, Orion America manufactured, sold and distributed CRTs to customers throughout  
10 the United States.

11           24. Defendant Koninklijke Philips Electronics N.V. ("Koninklijke  
12 Philips") is a business entity organized under the laws of The Netherlands, with its principal  
13 place of business at Breitner Center, Amstelplein 2, 1096 BC Amsterdam, The Netherlands.  
14 During the Class Period, Koninklijke Philips manufactured, sold and distributed CRTs to  
15 customers throughout the United States.

16           25. Defendant Philips Electronics North America ("Philips North  
17 America") is a business entity organized under the laws of Delaware, with its principal  
18 place of business at 1251 Avenue of the Americas, New York, New York 10020. Philips  
19 North America is a wholly-owned and controlled subsidiary of Defendant Koninklijke  
20 Philips. During the Class Period, Philips North America manufactured, sold and distributed  
21 CRTs to customers throughout the United States.

22           26. Defendants Koninklijke Philips and Philips North America are  
23 referred to collectively herein as "Philips."

24           27. Defendant Samsung SDI Co., Ltd. ("Samsung SDI") is a business  
25 entity organized under the laws of South Korea, with its principal place of business at 575  
26 Shin-dong, Yeongtong-gu, Suwon, Gyeonggi-do, Korea 443-731. During the Class Period,  
27  
28

1 Samsung SDI manufactured, sold and distributed CRTs to customers throughout the United  
2 States.

3           28. Defendant Samsung SDI America, Inc. ("Samsung SDI America") is  
4 a business entity organized under the laws of California, with its principal place of business  
5 at 3333 Michelson Drive, Suite 700, Irvine, California 92612. Samsung SDI America is a  
6 wholly-owned and controlled subsidiary of Defendant Samsung SDI. During the Class  
7 Period, Samsung SDI America manufactured, sold and distributed CRTs to customers  
8 throughout the United States.

9           29. Defendants Samsung SDI and Samsung SDI America are referred to  
10 collectively herein as "Samsung."

11           30. Defendant Samtel Color, Ltd. ("Samtel") is a business entity  
12 organized under the laws of India, with its principal place of business at 52, Community  
13 Centre, New Friends Colony, New Delhi 110065, India. During the Class Period, Samtel  
14 manufactured, sold and distributed CRTs to customers throughout the United States.

15           31. Defendant Thai CRT Company, Ltd. ("Thai CRT") is a business  
16 entity organized under the laws of Thailand, with its principal place of business at 1/F  
17 26 Siam Cement Road, Bangsue Dusit, Bangkok, Thailand. Thai CRT is a subsidiary of  
18 Siam Cement Group. During the Class Period, Thai CRT sold and distributed CRTs to  
19 customers throughout the United States.

20           32. Defendant Toshiba Corporation ("Toshiba") is a business entity  
21 organized under the laws of Japan, with its principal place of business at 1-1, Shibaura 1-  
22 chome, Minato-ku, Tokyo 105-8001, Japan. During the Class Period, Toshiba  
23 manufactured, sold and distributed CRTs to customers throughout the United States.

24           33. Defendant MT Picture Display Co., Ltd. a/k/a Matsushita Toshiba  
25 Picture Display Co., Ltd. ("MT Picture Display") is a business entity organized under the  
26 laws of Japan, with its principal place of business at 1-1, Saiwai-cho, Takatsuki City 569-  
27 1193, Osaka, Japan. MT Picture Display is a joint venture between Defendants Matsushita  
28



1 Electric and Toshiba. During the Class Period, MT Picture Display manufactured, sold and  
2 distributed CRTs to customers throughout the United States.

### 3 Co-Conspirators

4 34. Various others, presently unknown to Plaintiff, participated as co-  
5 conspirators with the Defendants in the violations of law alleged in this Complaint and have  
6 engaged in conduct and made statements in furtherance thereof.

7 35. The acts charged in this Complaint have been done by Defendants and  
8 their co-conspirators, or were authorized, ordered or done by their respective officers,  
9 agents, employees or representatives while actively engaged in the management of each  
10 Defendant's business or affairs.

11 36. Each of the Defendants named herein acted as the agent or joint  
12 venturer of or for the other Defendants with respect to the acts, violations and common  
13 course of conduct alleged herein.

### 14 CLASS ACTION ALLEGATIONS

15 37. Plaintiff brings this suit as a class action pursuant Rules 23(b)(2) and  
16 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of himself and a Plaintiff Class  
17 ("the Class") composed of and defined as follows:

18 All persons and entities residing in the United States who, from  
19 January 1, 1995 through the present, indirectly purchased CRTs  
20 manufactured by Defendants, and products containing CRTs  
21 manufactured by Defendants, in the United States for their own use  
22 and not for resale. Specifically excluded from this Class are the  
23 Defendants; the officers, directors or employees of any Defendant;  
24 any entity in which any Defendant has a controlling interest; and any  
25 affiliate, legal representative, heir or assign of any Defendant. Also  
26 excluded are any federal, state or local governmental entities, any  
27 judicial officer presiding over this action and the members of his/her  
28 immediate family and judicial staff, and any juror assigned to this  
action.

25 38. This action has been brought and may be properly maintained as a  
26 class action pursuant to Rule 23 of the Federal Rules of Civil Procedure for the following  
27 reasons:



1           a.     The Class is ascertainable and there is a well-defined community of  
2 interest among the members of the Class;

3           b.     Based upon the nature of the trade and commerce involved and the  
4 number of indirect purchasers of CRTs and products containing CRTs, Plaintiff  
5 believes that the members of the Class number in the thousands and are  
6 geographically dispersed across the country so that that joinder of all Class members  
7 is not practicable; the identities of the members of the Class are not now known to  
8 Plaintiff but can be readily learned from Defendants' books and records and through  
9 other means of notification;

10          c.     Plaintiff's claims are typical of the claims of the members of the Class  
11 because Plaintiff indirectly purchased products containing CRTs from one or more  
12 of the Defendants or their co-conspirators, and therefore Plaintiff's claims arise from  
13 the same common course of conduct giving rise to the claims of the members of the  
14 Class and the relief sought is common to the Class;

15          d.     The following common questions of law or fact, among others, exist  
16 as to the members of the Class: whether Defendants formed and operated a  
17 combination or conspiracy to fix, raise, maintain or stabilize the prices of, or  
18 allocate the market for, CRTs;

19           i.     whether the combination or conspiracy caused CRT prices, and prices  
20 for products containing CRTs, to be higher than they would have been  
21 in the absence of Defendants' conduct;

22           ii.    the operative time period of Defendants' combination or conspiracy;

23           iii.   whether Defendants' conduct caused injury to the business or property  
24 of Plaintiff and the members of the Class;

25           iv.   the appropriate measure of the amount of damages suffered by the  
26 Class;

27           v.     whether Defendants' conduct violates Section 1 of the Sherman Act;  
28

- 1           vi.     whether Defendants' conduct violates the antitrust, unfair competition,  
2                     and consumer protection laws of the states as alleged below; and  
3           vii.    the appropriate nature of class-wide equitable relief.

4           e.     These and other questions of law or fact which are common to the  
5                     members of the Class predominate over any questions affecting only individual  
6                     members of the Class;

7           f.     Plaintiff will fairly and adequately protect the interests of the Class in  
8                     that Plaintiff has no interests that are antagonistic to other members of the Class and  
9                     has retained counsel competent and experienced in the prosecution of class actions  
10                    and antitrust litigation to represent himself and the Class;

11           g.     A class action is superior to other available methods for the fair and  
12                    efficient adjudication of this litigation since individual joinder of all damaged Class  
13                    members is impractical. The damages suffered by individual Class members are  
14                    relatively small, given the expense and burden of individual prosecution of the  
15                    claims asserted in this litigation. Thus, absent the availability of class action  
16                    procedures, it would not be feasible for Class members to redress the wrongs done  
17                    to them. Even if the Class members could afford individual litigation, the court  
18                    system could not. Further, individual litigation presents the potential for inconsistent  
19                    or contradictory judgments and would greatly magnify the delay and expense to all  
20                    parties and to the court system. Therefore, the class action device presents far fewer  
21                    case management difficulties and will provide the benefits of unitary adjudication,  
22                    economy of scale and comprehensive supervision by a single court;

23           h.     Defendants have acted, and refused to act, on grounds generally  
24                    applicable to the Class, thereby making appropriate final injunctive relief with  
25                    respect to the Class as a whole; and  
26  
27  
28

1           i.       In the absence of a class action, Defendants would be unjustly  
2       enriched because they would be able to retain the benefits and fruits of their  
3       wrongful conduct.

4           39.     The claims in this case are also properly certifiable under the laws of  
5       the individual states identified below in the Second and Third Claims for Relief.

6                       **NATURE OF TRADE AND COMMERCE**

7           40.     Throughout the Class Period, Defendants and their co-conspirators  
8       engaged in the business of marketing and selling CRTs, as well as products containing  
9       CRTs, throughout the United States.

10          41.     The market for the manufacture and sale of CRT Products is  
11       conducive to the type of collusive activity alleged here. That market is oligopolistic in  
12       nature. For example, one defendant alone, Philips, noted in a May 16, 2006 press release  
13       that "LG.Philips Displays . . . produces one in every four television and computer monitor  
14       tubes sold." The other Defendants also all have significant market share.

15          42.     Some of these companies are known antitrust violators. Samsung, for  
16       example, was fined \$300 million by the United States Department of Justice ("DOJ") in  
17       October of 2005 for participating in a conspiracy to fix prices for Dynamic Random Access  
18       Memory. It is also under investigation by the DOJ (along with some of the other  
19       Defendants) for fixing prices of Static Random Access Memory, Flash Memory, and Liquid  
20       Crystal Displays (LCDs).

21          43.     The market for the manufacture and sale of CRTs is subject to high  
22       manufacturing and technological barriers to entry.

23          44.     The CRT industry has also been subject to significant consolidation.

24          45.     Defendants sell their CRTs through various channels including to  
25       manufacturers of electronic products and devices, and to resellers of CRTs. These  
26       electronic products and devices -- CRT Products -- are then sold, directly or indirectly, to  
27       consumers and are not altered during the course of sale.

1           46. California is the largest market in the world for CRT Products and is  
2 the worldwide center of the PC industry and other industries that depend upon the CRT  
3 market. Statements concerning the prices and market conditions for CRTs were  
4 disseminated by Defendants from and into California on a regular and continuous basis.

5                           **DEFENDANTS' ILLEGAL CONDUCT**

6           47. Defendants and their co-conspirators have engaged in a contract,  
7 combination, trust or conspiracy, the effect of which was to raise the prices at which they  
8 sold CRTs to artificially inflated levels from at least January 1, 1995 through the present.

9           48. Very recently, antitrust enforcement authorities in multiple countries  
10 have begun investigating this unlawful cartel.

11           49. On November 8, 2007, the European Commission stated in a press  
12 release the following:

13                           “The European Commission can confirm that on 8th November  
14 2007 Commission officials carried out unannounced inspections at  
15 the premises of manufacturers of cathode ray tubes (CRTs).  
16 Cathode ray tubes are used in television sets and computer  
17 monitors. The Commission has reason to believe that the  
companies concerned may have violated EC Treaty rules on  
cartels and restrictive business practices (Article 81).

18                           The Commission officials were accompanied by their  
19 counterparts from the relevant national competition authorities.

20                           Surprise inspections are a preliminary step in investigations into  
21 suspected cartels . . . .”

22           50. Also on November 8, 2007, the Associated Press news agency  
23 reported the following:

24                           “Japan’s antitrust officials searched a subsidiary of Matsushita  
25 Electric Industrial Co. on suspicion of forming an international  
26 cartel to fix prices for cathode-ray tubes for television, an official  
and media reports said Friday.

27                           MT Picture Display Co., a 100 percent subsidiary of Matsushita,  
28 is suspected of fixing prices for CRTs with other manufacturers

1 in South Korea, Taiwan and Hong Kong, Japanese business daily  
2 Nikkei reported Friday.

3 Antitrust officials in Japan, South Korea, the United States and the  
4 European Union have begun investigations, the paper said . . .

5 Japan's Fair Trade Commission conducted an on-sight [sic]  
6 inspection of MT Picture Display Thursday, said Akira Kadota, a  
7 spokesman for Matsushita, the Osaka-based maker of Panasonic-  
8 brand products . . .

9 Nikkei said the companies including South Korea's Samsung SDI  
10 are suspected of forming a cartel around 2005 to keep the price of  
11 CRTs from falling, citing unnamed officials."

12 51. On November 8, 2007, the Bloomberg news agency further reported  
13 the following:

14 "Japanese and European Union antitrust authorities carried out  
15 raids at companies in the cathode-ray tube industry as part of a  
16 price-fixing investigation . . . Japan's Fair Trade Commission  
17 also began a probe of a joint venture between Matsushita Electric  
18 Industrial Co. and Toshiba Corp., Munestsugu Takeda, a  
19 spokesman for Matsushita, said by telephone . . .  
20 Cathode-ray tubes are used in television sets and computer  
21 monitors. Matsushita and Toshiba merged their cathode-ray tube  
22 units to form Matsushita Toshiba Picture Display Co. in 2003.  
23 The companies said at the time that the joint venture was the  
24 world's third-largest maker of television tubes."

25 52. On November 9, 2007, the Agence France-Presse ("AFP") news  
26 agency reported the following:

27 "South Korea's anti-trust watchdog has launched a probe into  
28 Samsung SDI as part of an international investigation into alleged  
price-fixing, officials said Friday.

The Fair Trade Commission is investigating allegations that  
Samsung SDI colluded with foreign rivals to fix the prices of  
cathode ray tubes (CRTs) for television.

"It is part of an international probe into alleged price-fixing this  
week. We are cooperating with the Fair Trade Commission," a  
Samsung SDI spokesman told AFP."

1           53. On November 12, 2007, Chunghwa announced via a filing with the  
2 Taiwan Stock Exchange that it received a summons from the United States Department of  
3 Justice relating to a CRT antitrust price-fixing investigation.

4           54. On November 16, 2007, *BNA's Antitrust & Trade Regulation* reported  
5 that "Since 2005, [Japan Fair Trade Commission] sources alleged, MT Picture Display held  
6 'tea parties' with Samsung and other manufacturers and exchanged information on picture  
7 tube prices in Asia and Europe."

8           55. On November 21, 2007, Philips issued a press release and stated the  
9 following:

10           "Competition law authorities in several jurisdictions have commenced  
11 investigations into possible anticompetitive activities in the Cathode-  
12 Ray Tubes, or CRT, industry. Koninklijke Philips Electronics  
13 (NYSE:PHG, AEX: PHI) today announced that, as one of the  
14 companies that was active in the CRT business, it is subject to one or  
15 more of these ongoing investigations."

16           56. Defendants, through their officers, directors and employees,  
17 effectuated the aforesaid contract, combination, trust or conspiracy between themselves and  
18 their co-conspirators by, among other things:

19           a. participating in meetings and conversations, including through various  
20 trade associations and committees, to discuss the prices of CRTs in the United  
21 States;

22           b. agreeing, during those meetings and conversations, to charge prices at  
23 specified levels and otherwise to increase and maintain prices of CRTs sold in the  
24 United States;

25           c. issuing price announcements and quotations in accordance with the  
26 agreements reached; and

27           d. selling CRTs to various customers in the United States at non-  
28 competitive prices.

1                                    **ACTIVE CONCEALMENT**

2                    57.     Throughout and beyond the conspiracy, Defendants and their co-  
3 conspirators affirmatively and actively concealed their unlawful conduct from Plaintiff and  
4 the Class. Defendants and their co-conspirators conducted their conspiracy in secret and  
5 kept it mostly within the confines of their higher-level executives. Defendants and their co-  
6 conspirators publicly provided pre-textual and false justifications regarding their price  
7 increases. Defendants and their co-conspirators conducted their conspiracy in secret,  
8 concealed the true nature of their unlawful conduct and acts in furtherance thereof, and  
9 actively concealed their activities through various other means and methods to avoid  
10 detection. Plaintiff did not discover, and could not have discovered through the exercise of  
11 reasonable diligence, that Defendants and their co-conspirators were violating the antitrust  
12 laws as alleged herein until shortly before this class action litigation was commenced.

13                    58.     As a result of the active concealment of the conspiracy by Defendants  
14 and their co-conspirators, any and all applicable statutes of limitations otherwise applicable  
15 to the allegations herein have been tolled.

16                                    **VIOLATIONS ALLEGED**

17                                    **First Claim for Relief**

18                                    **(Violation of Section 1 of the Sherman Act)**

19                    59.     Plaintiff incorporates and re-alleges, as though fully set forth herein,  
20 each and every allegation set forth in the preceding paragraphs of this Complaint.

21                    60.     Beginning at a time presently unknown to Plaintiff, but at least as  
22 early as January 1, 1995 and continuing through the present, the exact dates being unknown  
23 to Plaintiff, Defendants and their co-conspirators entered into a continuing agreement,  
24 understanding, and conspiracy in restraint of trade to artificially raise, fix, maintain, and/or  
25 stabilize prices for CRTs in the United States, in violation of Section 1 of the Sherman Act  
26 (15 U.S.C. §1).



1           61. In formulating and carrying out the alleged agreement, understanding,  
2 and conspiracy, the Defendants and their co-conspirators did those things that they  
3 combined and conspired to do, including but not limited to the acts, practices, and course of  
4 conduct set forth above, and the following, among others:

- 5           a. To fix, raise, maintain and stabilize the price of CRTs;  
6           b. To allocate markets for CRTs among themselves;  
7           c. To submit rigged bids for the award and performance of certain  
8 contracts for CRTs; and  
9           d. To allocate among themselves and collusively reduce the production  
10 of CRTs.

11           62. The combination and conspiracy alleged herein has had the following  
12 effects, among others:

- 13           a. Price competition in the sale of CRTs has been restrained,  
14 suppressed, and/or eliminated in the United States;  
15           b. Prices for CRTs sold by Defendants and their co-conspirators have  
16 been fixed, raised, maintained and stabilized at artificially high, non-competitive  
17 levels throughout the United States; and  
18           c. Those who purchased CRTs and products containing CRTS, directly  
19 or indirectly, from Defendants and their co-conspirators have been deprived of the  
20 benefits of free and open competition.

21           63. Plaintiff and the Class have been injured and will continue to be  
22 injured in their business and property by paying more for CRTs, and products containing  
23 CRTs, purchased indirectly from the Defendants and their co-conspirators than they would  
24 have paid and will pay in the absence of the combination and conspiracy, including paying  
25 more for televisions and computer monitors and other products in which CRTs are a  
26 component as a result of higher prices paid for CRTs by the manufacturers of those  
27 products.

1           64. Plaintiff and the Class are entitled to an injunction against Defendants,  
2 preventing and restraining the violations alleged herein.

3                           **Second Claim for Relief**

4                           **(Violation of State Antitrust and Unfair Competition Laws)**

5           65. Plaintiff incorporates and re-alleges, as though fully set forth herein,  
6 each and every allegation set forth in the preceding paragraphs of this Complaint.

7           66. By reason of the foregoing, Defendants have entered into agreements  
8 in restraint of trade in violation of Arizona Revised Stat. §§44-1401 *et seq.*

9           67. By reason of the foregoing, Defendants have entered into agreements  
10 in restraint of trade in violation of California Bus. & Prof. Code §§16700 *et seq.* and Cal.  
11 Bus. & Prof. Code §§17200 *et seq.*

12           68. By reason of the foregoing, Defendants have entered into agreements  
13 in restraint of trade in violation of District of Columbia Code Ann. §§28-4503 *et seq.*

14           69. By reason of the foregoing, Defendants have entered into agreements  
15 in restraint of trade in violation of Hawaii Rev. Stat. §§480-1 *et seq.*

16           70. By reason of the foregoing, Defendants have entered into agreements  
17 in restraint of trade in violation of Iowa Code §§553.1 *et seq.*

18           71. By reason of the foregoing, Defendants have entered into agreements  
19 in restraint of trade in violation of Kansas Stat. Ann. §§50-101 *et seq.*

20           72. By reason of the foregoing, Defendants have entered into agreements  
21 in restraint of trade in violation of Maine Rev. Stat. Ann. 10, §§1101 *et seq.*

22           73. By reason of the foregoing, Defendants have entered into agreements  
23 in restraint of trade in violation of Michigan Comp. Laws. Ann. §§445.773 *et seq.*

24           74. By reason of the foregoing, Defendants have entered into agreements  
25 in restraint of trade in violation of Minnesota Stat. §§325D.52 *et seq.*

26           75. By reason of the foregoing, Defendants have entered into agreements  
27 in restraint of trade in violation of Mississippi Code Ann. §75-21-1 *et seq.*

1           76. By reason of the foregoing, Defendants have entered into agreements  
2 in restraint of trade in violation of Montana Code Ann. §§30-14-205 *et seq.*

3           77. By reason of the foregoing, Defendants have entered into agreements  
4 in restraint of trade in violation of Nebraska Rev. Stat. §§59-801 *et seq.*

5           78. By reason of the foregoing, Defendants have entered into agreements  
6 in restraint of trade in violation of Nevada Rev. Stat. Ann. §§598A *et seq.*

7           79. By reason of the foregoing, Defendants have entered into agreements  
8 in restraint of trade in violation of New Mexico Stat. Ann. §§57-1-1 *et seq.*

9           80. By reason of the foregoing, Defendants have entered into agreements  
10 in restraint of trade in violation of North Carolina Gen. Stat. §§75-1 *et seq.*

11           81. By reason of the foregoing, Defendants have entered into agreements  
12 in restraint of trade in violation of North Dakota Cent. Code §§51-08.1-01 *et seq.*

13           82. By reason of the foregoing, Defendants have entered into agreements  
14 in restraint of trade in violation of the Pennsylvania common law.

15           83. By reason of the foregoing, Defendants have entered into agreements  
16 in restraint of trade in violation of South Dakota Codified Laws Ann. §§37-1 *et seq.*

17           84. By reason of the foregoing, Defendants have entered into agreements  
18 in restraint of trade in violation of Tennessee Code Ann. §§47-25-101 *et seq.*

19           85. By reason of the foregoing, Defendants have entered into agreements  
20 in restraint of trade in violation of West Virginia §§47-18-1 *et seq.*

21           86. By reason of the foregoing, Defendants have entered into agreements  
22 in restraint of trade in violation of Wisconsin Stat. §§133.01 *et seq.*

23           87. By reason of the foregoing, Defendants have entered into agreements  
24 in restraint of trade in violation of Wyoming Stat. Ann. §§40-4-101 *et seq.*

25           88. Class members in each of the states listed above paid *supra-*  
26 competitive, artificially inflated prices for CRTs and products containing CRTs. As a direct  
27 and proximate result of Defendants' unlawful conduct, such members of the Class have  
28

1 been injured in their business and property in that they paid more for CRTs and products  
 2 containing CRTs than they otherwise would have paid in the absence of Defendants'  
 3 unlawful conduct.

### 4 Third Claim for Relief

#### 5 (Violation of State Consumer Protection and Unfair Competition Laws)

6 89. Plaintiff incorporates and re-alleges, as though fully set forth herein,  
 7 each and every allegation set forth in the preceding paragraphs of this Complaint.

8 90. Defendants engaged in unfair competition or unfair, unconscionable,  
 9 deceptive or fraudulent acts or practices in violation of the state consumer protection and  
 10 unfair competition statutes listed below.

11 91. Defendants have engaged in unfair competition or unfair or deceptive  
 12 acts or practices in violation of California Bus. & Prof. Code §17200 *et seq.*

13 92. Defendants have engaged in unfair competition or unfair or deceptive  
 14 acts or practices in violation of Florida Stat. §501.201 *et seq.*

15 93. Defendants have engaged in unfair competition or unfair or deceptive  
 16 acts or practices in violation of Nebraska Rev. Stat. §59-1601 *et seq.*

17 94. Defendants have engaged in unfair competition or unfair or deceptive  
 18 acts or practices in violation of New Hampshire Rev. Stat. §358-A:2 *et seq.*

19 95. Defendants have engaged in unfair competition or unfair or deceptive  
 20 acts or practices in violation of New York Gen. Bus. Law §349 *et seq.*

21 96. Defendants have engaged in unfair competition or unfair or deceptive  
 22 acts or practices in violation of 9 Vermont §2451 *et seq.*

23 97. Class members in the states listed above paid supra-competitive,  
 24 artificially inflated prices for products containing CRTs. As a direct and proximate result of  
 25 Defendants' unlawful conduct, Plaintiff and the Class have been injured in their business  
 26 and property in that they paid more for products containing CRTs than they otherwise  
 27 would have paid in the absence of Defendants' unlawful conduct.

**Fourth Claim for Relief**

**(Unjust Enrichment and Disgorgement of Profits)**

98. Plaintiff incorporates and re-alleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

99. Defendants have been unjustly enriched through overpayments by Plaintiff and Class members and the resulting profits.

100. Under common law principles of unjust enrichment, Defendants should not be permitted to retain the benefits conferred via overpayments by Plaintiff and Class members.

101. Plaintiff seeks disgorgement of all profits resulting from such overpayments and establishment of a constructive trust from which Plaintiff and Class may seek restitution.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays:

1. That the Court determine that the Sherman Act, state antitrust law, and state consumer protection and/or unfair competition law claims alleged herein may be maintained as a class action under Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure;

2. That the unlawful conduct, contract, conspiracy or combination alleged herein be adjudged and decreed to be:

a. a restraint of trade or commerce in violation of Section 1 of the Sherman Act, as alleged in the First Claim for Relief;

b. an unlawful combination, trust, agreement, understanding, and/or concert of action in violation of the state antitrust laws identified in the Second Claim for Relief herein;

c. violations of the state consumer protection and unfair competition laws identified in the Third Claim for Relief herein; and

1                   d.       acts of unjust enrichment as set forth in the Fourth Claim for Relief  
2       herein.

3                   3.       That Plaintiff and the Class recover damages, as provided by state  
4       laws, and that a joint and several judgment in favor of Plaintiff and the Class be entered  
5       against the Defendants in an amount to be trebled in accordance with such laws as  
6       appropriate;

7                   4.       That Defendants, their affiliates, successors, transferees, assignees,  
8       and the officers, directors, partners, agents, and employees thereof, and all other persons  
9       acting or claiming to act on their behalf, be permanently enjoined and restrained from in  
10      any manner: (1) continuing, maintaining, or renewing the conduct, contract, conspiracy or  
11      combination alleged herein, or from entering into any other conspiracy alleged herein, or  
12      from entering into any other contract, conspiracy or combination having a similar purpose  
13      or effect, and from adopting or following any practice, plan, program, or device having a  
14      similar purpose or effect; and (2) communicating or causing to be communicated to any  
15      other person engaged in the sale of CRTs, information concerning bids of competitors;

16                  5.       That Plaintiff be awarded restitution, including disgorgement of  
17      profits obtained by Defendants as a result of their acts of unfair competition and acts of  
18      unjust enrichment;

19                  6.       That Plaintiff and the Class be awarded pre- and post-judgment  
20      interest, and that that interest be awarded at the highest legal rate from and after the date of  
21      service of the initial complaint in this action;

22                  7.       That Plaintiff and the Class recover their costs of this suit, including  
23      reasonable attorneys' fees as provided by law; and

24                  8.       That Plaintiff and the Class have such other, further, and different  
25      relief as the case may require and the Court may deem just and proper under the  
26      circumstances.

1 Dated: January 17, 2008

2 Respectfully submitted,

3  
4 By: 

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28



**JURY TRIAL DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff  
demands a trial by jury for all issues so triable.

Dated: January 17, 2008

Respectfully submitted,

By:

  
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